

SOLICITATION FOR OFFERS N40080LI12250

**Warehouse and Light Industrial Space
Marine Corps Base, Quantico, Virginia
National Museum of the Marine Corps**

October 22, 2015

Prepared By:
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Questions about this SFO must be addressed in writing to the Real Estate Contracting Officer at the address above, and should be marked "SFO NO. N40080LI12250 – Attn: Code AM1." Questions should simultaneously be submitted by electronic mail to: kara.noya@navy.mil.

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ATTACHMENTS:

- A AREA OF CONSIDERATION
- B SF 2 FORM, GOVERNMENT LEASE FOR REAL PROPERTY
- C GSA FORM 3517B, GENERAL CLAUSES
- D GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS
- E FORM, PROPOSAL TO LEASE SPACE
- F GSA FORM 3516A
- G FORM 12000, PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION
- H PRELEASE BUILDING SECURITY PLAN
- I SEISMIC FORMS

1.0 SUMMARY OF MINIMUM REQUIREMENTS

1.1 AMOUNT AND TYPE OF SPACE

- A. The Department of the Navy seeks to award a one-year lease with 14 one year renewal options within a 27-mile radius of the National Museum of the Marine Corps, Marine Corps Base, Quantico, VA, The **space requirement is a total of approximately 66,070 square feet of warehouse, light industrial, and administrative space, and is distributed as follows:**

Requirement LI-12250

1. **Approximately 39,050 square feet (sf) of temperature controlled space, separated by a full height wall from requirements in subparagraphs 2 and 3 below, and consisting of:**
 - a. **Approximately 19,050 SF of Light Industrial space (Macro Artifact Restoration)**

The following areas are anticipated restoration functions (part of the Light Industrial Space Requirement above). These functions should be separate rooms, between approximately 1,000 to 3,000 SF each. However, these rooms may be contiguous to one another or combined to allow for reduction in cost where available:

- Wood shop room (separate room, ventilation required, noise control preferred)
 - Welding (separate room, ventilation required, noise control preferred)
 - Blasting (separate room, ventilation required, noise control preferred)
 - Laser etching (separate room, ventilation required, noise control preferred)
 - Painting (separate room and separate ventilation preferred)
 - Plasma cutting area (separate room, ventilation required, noise control preferred)
 - Sewing room
 - Machine shop
 - Metal shop
 - Exhibit fabrication/artifact mount-making
- b. **Approximately 12,000 SF of High Bay Industrial Space, (Macro Artifact Storage and Preparation, Parts and Materials Storage) with a floor load capable of holding up to 5,000 pounds per square inch and up to 15,900 pounds; and**
 - c. **Approximately 8,000 SF of Light Industrial Space (Fabrications and Exhibits)**

Space requires open area for reconditioning and maintenance. A crane is not required, but would be utilized if one is already installed. Ground level access and forklift and truck accessible loading dock is required. Floor drains are not required but would be utilized. A minimum of one eyewash station near restoration area is required, and additional eyewash stations are preferred. Adequate ventilation for all spaces is required.

2. APPROXIMATELY 23,500 SF of temperature and humidity controlled warehouse storage space, separated by a full-height wall from the requirements in subparagraph 1 above, and consisting of:

- **APPROXIMATELY 7,500 SF (Artwork).** This space will be used for the following:

- **Installation of approximately 2,500 SF of Warner-Boyd high-density compactor shelving (shelving will be installed by the Government)**
- **APPROXIMATELY 500 SF** of flat file storage
- **APPROXIMATELY 500 SF** of vertical art storage
- **APPROXIMATELY 1,000 SF** of files, records, and reference materials
- Requires sufficient amount of open space to sort, categorize, photograph, conserve, and frame artwork up to and including paintings as large as 10' x 6'.

- **APPROXIMATELY 8,000 SF (Non-Delicate Artifacts and Records).**

- Space will be used for open storage of metal, wood, and canvas artifacts
- Open and Shelved storage of metal, wood, and canvas artifacts
- Boxed records and storage of archival materials
- Sufficient open space to sort, categorize, photograph, and conserve artifacts

made of varying materials (i.e. metal, wood, canvas, etc.)

- **APPROXIMATELY 8,000 SF (Delicates/Fragile Artifacts).**

- Space will be used for installation of approximately 5,000 SF of SpaceSaver high-density compactor shelving. Shelving will be installed by the Government.
- Sufficient open space to sort, categorize, photograph, and conserve artifacts

made of varying materials (i.e. cotton, wool, silk, canvas, leather, paper, etc.)

3. APPROXIMATELY 3,520 SF of temperature controlled Administrative Space, separated by a full-height wall from the requirements in subparagraph 1 above, and consisting of:

- a. **APPROXIMATELY 1,500 SF of office space for a minimum of 12 personnel,**
- b. **APPROXIMATELY 1,000 SF of enclosed space for technical manual library,**
- c. **APPROXIMATELY 1,020 SF of support space, consisting of separate break room of sufficient size to accommodate a minimum of twelve personnel, shower, laundry area, and IT/telecom closet.**

The rentable space shall yield a net interior square footage in accordance with approximate room sizes as described *above*. Refer to "ANSI/BOMA OFFICE AREA (ABOA) Square Feet" paragraph in the MISCELLANEOUS Section of this Solicitation for Offers (SFO). Unless otherwise noted, all references in this SFO to square feet shall mean ABOA square feet.

B. The offeror shall will be required to provide a proposed layout of the space to be leased to include all the rooms required by the Government (refer to Section 1.0, Summary of Minimum Requirements. The Government will advise the Offeror if the layout demonstrates that the Government's requirement cannot be accommodated within the space offered, and whether or not tenant improvements will be necessary to accommodate the desired separated areas. The Offeror will then have the option of increasing the ABOA square footage offered. If the Offeror

is already providing the maximum ABOA and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.

- C. **PARKING:** A minimum of fifteen to twenty dedicated parking spaces must be provided for government use. The parking area must be well lighted and have painted lines.

1.2 AREA OF CONSIDERATION

The space must be located within a 27-mile radius in driving distance of the National Museum of the Marine Corps, 18900 Jefferson Davis Highway, Triangle, VA, 22172. Refer to Attachment "A" for 27-mile radius map. The space must be accessible by a hard-surfaced snow emergency road.

1.3 SPACE CHARACTERISTICS

- A. The facility must be in a quality building of sound and substantial construction as described in this SFO.
- B. The facility must consist of steel frames and columns with long span joists and trusses; slab-on grad and cast-in -place concrete foundation and walls; structural floors to withstand point loads up to 5,000 psi and overall loads of 15,900 pounds. Bay doors for Requirements 1 and 2 must be a minimum width of 15 feet clear span, and must be a minimum of 20 feet high.
- C. The HVAC system must be able to provide proper temperature and humidity conditions for museum collections and artifacts. A portion of Warehouse and office space as specified in Section 1.1, "Amount and Type of Space," must be kept at a temperature range between 68-76 degrees and humidity levels between to 45% +/-8%.
- D. The workspace should be able to be subdivided by function all within the entire single facility. The floor of the warehouse space must be of a smooth weight bearing nature (i.e. concrete) that can support the use of a forklift. The floor of the office space must be carpeted. Office space may be placed on floor other than ground floor. Space must contain a minimum of five to seven interior private or semi-private office doors; all requiring locks. Additionally, a separate Break Room of sufficient size to accommodate a minimum of twelve personnel shall be made available to all Staff.
- E. The minimum ceiling height required for all industrial and warehouse space is twenty (25) feet to allow for the installation of multiple storage racks and for restoration and artifact storage.
- F. The space must fully meet the new construction requirements of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (36 CFR 1191 including Appendixes A-E).
This includes the facility and all leased space (entrance areas, parking and loading zones, accessible route, entrance and egress, ramps, stairs, handrails, alarms, doors, drinking fountains, and elevators.
- G. The building should comply with requirements of Federal, State, and local fire and life safety standards.
- H. The building should comply with all Federal, State, and local codes.
- I. When the applicable codes conflict, the more stringent standard shall apply.

- J. Security must be provided by the lessor to include the following: security lighting above each entrance door, double cylinder door locks, and an Intrusion Detection System (IDS). The IDS consists of monitors and electronic sensors designed to detect, not prevent, an attempted intrusion. These sensors are designed to detect movement, changes in heat sources, door openings, and sound changes, and the Government will contract for monitoring by a third party (i.e. Brinks, ADT, etc.). No special pass or identification requirements, security clearance requirements, or escort requirements are necessary.
- K. Space must meet all requirements set forth in this section and sections 3 through 9 of this Solicitation for Offers (SFO).
- L. The lease space must meet or exceed requirements equivalent to UFC 4-010-01, Change 1 dated 1 October 2013 for a DoD Owned Inhabited Building. For more information go to https://www.wbdg.org/ccb/DOD/UFC/ufc_4_010_01.pdf.

1.4 LEASE TERM

The lease term will be a one-year firm term lease with fourteen one-year renewal options. The Government may terminate this lease after the first year, in whole or in part, upon 180 days written notice to the Lessor. If part of the lease is terminated, the rental shall be reduced proportionately, based on the percentage of rentable square feet released to the Lessor's control. The Government has the right to modify the lease depending on the specifics of the offers received. All terms and conditions contained herein shall prevail throughout the term of the lease.

1.5 AWARD

- A. After conclusion of negotiations, if they are held, the Real Estate Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by Naval Facilities Engineering Command Washington which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2 U.S. Government Lease for Real Property (see Attachment B),
 - 2. The General Clauses (see Attachment C),
 - 3. Required Representations and Certifications (see Attachment D),
 - 4. The pertinent provisions of the offer, and
 - 5. The pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of acceptance of the offer or execution of the lease by the Real Estate Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.
- D. The Government reserves the right to award the Lease without Discussions and Negotiations

E. The Government reserves the right to not award to any Offeror and cancel this SFO if it deems appropriate without liability or cost to the Government.

1.6 OCCUPANCY DATE

The Navy requires a beneficial occupancy date for a minimum of approximately 30,000 square feet of space no later than January 15, 2016, and a final occupancy date of March 1, 2016 for all remaining square feet of space. Offerors who are able to provide a beneficial occupancy date for the entire requirement prior to this date may be rated more favorably. Rent shall be pro-rated on a square foot basis until the Government takes beneficial occupancy of the entire space.

1.7 MINIMUM REQUIREMENTS

The requirements listed within Section 1 and Sections 3 through 9 of this SFO are all minimum requirements of the lease.

1.8 AVAILABILITY OF FUNDS

Award of this contract and all agreements related to the obligation of the Government to make payments pursuant to the award of this Lease contemplated in this SFO are subject to U.S. Law and the availability of appropriations. Award of any contract under this SFO is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Government under this SFO or for any payment may arise until funds are made available to the Real Estate Contracting Officer for a lease contract and until the Offeror receives notice of such availability, to be confirmed in writing by the Real Estate Contracting Officer. In the event sufficient funds are not made available, the Government may not make an award under this SFO.

2.0 AWARD PROCESS

2.1 HOW TO OFFER

A. Offers must be received no later than 2:00 PM Eastern Standard Time on Monday, November 23, 2015 and must remain open until award. Be advised that the award may be made based on initial offers without discussion. If necessary, discussions will be held with all proposers in the competitive range should one be established. Offers are to be submitted to the Real Estate Contracting Officer at the following address:

U.S. Mail Address or Direct Delivery –

Naval Facilities Engineering Command Washington
ATTN: Code AM1
 1314 Harwood Street, SE
 Washington Navy Yard, DC 20374-5018

B. Format of Offer: Offers must be divided into two separate parts, Part A, Cover Letter with Rental Offer and Part B, Technical Data. On the outside of the envelope, offers must be marked with the "LI" number assigned to the requirement in Paragraph 1.1 in this SFO. Example: "40080-LI-12250 Offer". **If Offeror elects to make multiple offers each submission should be packaged separately.** Offers, and any subsequent modifications thereof, shall be submitted in sealed envelopes or packages addressed to the Real Estate Contracting Officer at the address indicated above. Five (5) completed copies are required. Offers shall conform to

all instructions set forth in this SFO. Modifications of offers shall also be submitted by e-mail to kara.noya@navy.mil.

PART A, Cover Letter with Rental Offer:

The Offeror shall include with its proposal a dated cover letter on its letterhead stationary formally responding to the SFO. The cover letter shall be signed by the Offeror and all persons or entities, other than limited partners, who will have a financial interest in the project. Erasures or other changes on the cover letter must be initialed by the person(s) signing the offer. Pages should be numbered. The letter should reference this SFO by title and number and contain the information listed below.

1. The name of the Offeror and confirmation that the Offeror and owner are not U.S. Government employees.
2. Name and telephone numbers (voice and fax) of the person(s) authorized to negotiate and execute any resulting lease; internet e-mail address if such communication is accepted; alternate point of contact, phone and fax numbers.
3. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
4. Provide appropriate evidence of ownership for the property. If the Offeror is not the owner, provide evidence of the Offeror's authority to act for the property owner. Offers signed by an agent shall be accompanied by an original signed document evidencing the agent's authority to offer the leased space.
5. Identification and location of the property offered.
6. Confirmation the space will meet all minimum specifications, provisions, clauses, terms and conditions of the solicitation and lease, and that the offer remains valid through award unless earlier withdrawn. Include acknowledgement that all pages of the SFO including Attachments were received by the Offeror.
7. Provide the rental offer and breakdown using the Form entitled "Proposal to Lease Space." Total Annual Rent for the initial one-year firm term and for each subsequent option year, must be a fixed level amount, and must include all maintenance, all common area charges, building exterior cleaning, trash removal, snow removal, and all Lessor provided utilities, and security system costs. Total rental per annum and per square foot, including utilities shall be provided.
8. Completed GSA Form 3518, Representations and Certifications (initial all pages) – See Attachment D.

PART B, Technical Data

Include a summary which:

1. Provides a layout sketch at 1/8"=1' scale (or larger standard scale) showing location and measurement of existing and/or proposed windows, loading dock(s), entrances and exits of the building, type of construction, interior finishes of walls and ceilings in all habitable rooms, corridors and exit-ways within the space. Show proposed location of all required

spaces as described in this solicitation, including ABOA square footage measurements for each space and corridor that demonstrate the space requirements are met and that all standards for accessibility to the physically disabled are also met. Indicate or describe the location of the fifteen to twenty (15-20) required parking spaces relative to the entrance to the leased space. Indicate whether the spaces will be reserved for the Government or shared by other tenants. Parking area must be lighted and within a reasonable distance to the building(s) being considered, not to interfere with ISC guidelines. Also provide a description of exterior door construction, direction, and lock type.

2. Provide location map and statement of distance to the National Museum of the Marine Corps from the offered location.
3. Provide schedule for delivery of space ready for occupancy upon award of lease, including date of final layout approval by the Government, 60% completion date, date when Government can install systems furniture, date when Government telephone/data equipment can be installed, date when Tenant can move equipment into space, date of preliminary acceptance inspection, and date space will be complete and ready for move-in/rent start. **Refer to section 1.6 for further clarification on occupancy.**
4. Provide Property Manager/Maintenance Point of Contact and any pertinent policies regarding response to problems related to HVAC, pests, keys/locks, alarms, spills/carpet stains, and towing of improperly parked vehicles.
5. Provide a brief narrative that discloses all deviations from the current local building code for new structures, including those permitted by so-called "grandfather clauses."
6. Provide a brief narrative that explains whether and how the property has addressed compliance with the security standards as described in this solicitation.
7. Provide a brief narrative that explains how the property complies with the minimum ceiling height stated in this Solicitation.
8. Provide a brief narrative that explains exterior landscaping and drainage direction.
9. Interior and exterior photos of existing facilities.
10. Explain how the proposed space will provide efficient layout of all required rooms included in the requirements above, including location of space within the building, eyewash area locations, noise control information and ventilation. Indicate whether the spaces will be reserved for the Government or shared by other tenants. Parking area must be lighted and within a reasonable distance to the building(s) being considered, not to interfere with ISC guidelines.
11. Provide at least 1 but not more than 3 examples demonstrating the Offeror's ability to successfully accomplish the tenant improvements and/or manage the lease including services, utilities, and maintenance. Offerors may submit experience as a sublessor. Leases submitted for this Factor shall be completed or ongoing within the last five years. The following information should be included for each example cited:
 - i. Identify location of the lease, a short description of the circumstances and any unique requirements of the lease;
 - ii. Dates of the lease;

- iii. Value associated with the lease or contract arrangement; and
- iv. Point of Contact and Current Phone Number that can verify information provided.

Note: It is the Offeror's responsibility to choose those leases which best demonstrates its abilities. In selecting which prior/current leases to submit, Offerors should include those they consider to be the most relevant to the lease contemplated by this SFO.

12. Completed Attachment G, *Prelease Fire Protection and Life Safety Evaluation* (Form 12000).

13. Completed Attachment H, *Prelease Building Security Plan*.

14. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

C. Refer to Attachment F, *GSA Form 3516A*, Solicitation Provisions, for additional instructions. If additional information is needed, the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative) should be contacted.

D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded.

2.2 PREPARATION OF OFFERS

A. Offerors are expected to carefully examine the drawings, specifications, schedules, and all other information and instructions contained in this SFO. Failure to do so will be at the Offeror's risk.

B. Failure to prepare, format, and submit all information required by this SFO, including all sections and Attachments, will be at the Offeror's risk.

C. All proposals, presentations, and accompanying information, including post-award submittals by the Offeror, shall be made and submitted in accordance with the directions contained in this SFO. An Offeror's inability to comply with the Submission Format may, at the Government's option, result in disqualification and removal of an Offeror from consideration under this SFO.

2.3 WHO MAY SUBMIT AN OFFER

An Offeror may be an individual, partnership, corporation, or association. The forming of a Joint Venture, an association of two or more persons, corporations, partnerships, and/or associations, to carry out a single business enterprise for profit, for which purposes the parties combine their property, money, efforts, skill and knowledge, is considered an acceptable business entity under this SFO. However, if the Offeror is a Joint Venture, it must (1) be established prior to the submission of initial offers, and (2) the initial offer submitted must contain the Agreement for Joint Venture or similar documentation signed by all participating parties.

2.4 EXPLANATION TO PROSPECTIVE OFFERORS

A prospective Offeror desiring an explanation or interpretation of the SFO, specifications, or other related information, must request such explanation in writing addressed to the Real Estate Contracting Officer at the address provided on the cover of this SFO, and marked Attn: Code AM1 at least 10 days prior to the due date for receipt of offers. Such requests may also be e-mailed to kara.noya@navy.mil. Oral explanations or instructions will not be binding on the Government. Any information given a prospective Offeror concerning the SFO will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of the information would be prejudicial to other prospective Offerors.

2.5 MULTIPLE OFFERS

Offeror(s) may submit multiple offers. Separately price each offer, and distinctly mark each package and page so that if the pages become separated, the reader can clearly identify what offer the package or page applies to. Each offer shall meet the requirements of this SFO separately to enable evaluation without the need to request additional information.

2.6 AMENDMENTS TO THE SFO

This SFO shall not be changed or amended except by a formal written Amendment signed by the Real Estate Contracting Officer. Should this SFO be amended, all record holders of the SFO will be provided a copy of the Amendment. If this SFO is amended, all terms and conditions which are not modified shall remain unchanged and shall continue in full force and effect. Offerors shall acknowledge receipt of any Amendment by signing and returning one copy of the Amendment to the Real Estate Contracting Officer. The Real Estate Contracting Officer must receive the signed acknowledgement of the Amendment by the time and at the place specified in the SFO for the receipt of offers.

2.7 LIMITATION

In no event will the Government bear any costs associated with the preparation of Offeror's responses to this SFO or the Offeror's post-award submissions and actions required by this SFO.

2.8 NEGOTIATIONS

A. Negotiations will be conducted on behalf of the Government by the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative). The Real Estate Contracting Officer is named on the cover of this SFO. The Government will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Real Estate Contracting Officer or designee.

C. The Government reserves the right to award based on initial offers and not conduct negotiations or discussions. The Government may conduct written negotiations with responsible Offerors within the competitive range, should one be established by the Government. If established, the range will be determined by the Real Estate Contracting Officer on the basis of cost or price and other factors that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from negotiations, if held. Offerors who are not included in the competitive range will be notified in writing.

- D. Offerors within the Competitive Range, if established, will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

2.9 EVALUATION FACTORS

A. The lease will be awarded to the Offeror whose offer is of best value to the Government. "Best value" is defined as: the most advantageous tradeoff between price and performance for the government. Best value is determined through a process that compares strengths, weaknesses, risk, price and performance, to select the most advantageous value to the Government. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussion.

The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

B. Overall price is defined as the total cost across the total term of the lease. Total lease cost includes all services, utilities, maintenance, replication costs, build-out costs, janitorial services, water and sewer service, all common area maintenance, landscape maintenance, snow removal, relocation costs or furniture (if applicable), all option periods, and other move-related costs, for the total amount of years.

C. Location and Layout Efficiency are equal in importance to each other and Past Performance/Experience is less important. All non-cost/price factors, when combined, are approximately equal to cost/price.

D. Location: Proximity (in terms of distance and automobile travel time). The space must be located within 27 miles of the National Museum of the Marine Corps, Quantico, VA. Offerors outside this delineated area will be ineligible for award. Space that is closer in proximity to the NMMC may be evaluated more favorably than space located further from NMMC.

E. Layout Efficiency (Adaptability, Accessibility, and Functionality): Offerors shall provide space that meets the requirements of this SFO N40080-LI-12250. Offerors will be evaluated on how well the space can accommodate the different activities, including but not limited to artifact storage, conservation and restoration that NMMC intends to perform in the space. If an offeror provides non-contiguous space to meet the total requirement, offerors who provide warehouse and administrative space closer in proximity to each other may be rated more favorably.

The Navy requires a beneficial occupancy date for a minimum of approximately 30,000 square feet of space no later than January 15, 2016, and a final occupancy date for all remaining square feet of space of 36,070 square feet by March 1, 2016. Offerors who are able to provide a beneficial occupancy date for the entire requirement prior to this date, may be rated more favorably. Rent shall be pro-rated on a square foot basis until the Government takes beneficial occupancy of the entire space.

F. Experience and Past Performance: Offerors shall provide a minimum of one lease and a maximum of three leases that best demonstrates your experience performing a lease similar to the solicited requirement. Leases submitted for this Factor shall be completed or ongoing within the last five years. Offerors may submit experience as a sublessor. For this Factor, Offerors will be evaluated on the breadth and depth of similar experience and how successfully they performed on leases that are similar in magnitude and complexity to the subject project. The assessment of the Offeror's experience and past performance will be used as a means of evaluating the capability of the Offeror to perform successfully on the subject lease. The evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. Note that in evaluating the Offeror's past performance, the Government may consider information in the Offeror's proposal and information from other sources, including references, past and current lessees, Government agencies and any other sources deemed necessary. The currency and relevance of the Past Performance information, source of the information, context of the data, and general trends in Lessor's performance shall be considered. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably in past performance and will receive No Rating.

2.10 AWARD

The Government anticipates, but cannot guarantee, award of the lease in January 2016.

The lease will be awarded to the responsive Offeror(s) who submits an offer which is determined to be the best value to the Government; provided, however, that the U.S. Government may at its option: (1) choose to reject any and all offers without a requirement for justification, or (2) accept initial offers without further discussions or negotiations, or (3) award to other than the lowest priced Offeror or other than the highest technically Offeror. "Best value" is defined as: the most advantageous tradeoff between price and performance for the government. Best value is determined through a process that compares strengths, weaknesses, risk, price and performance, to select the most advantageous value to the government.

The Government may accept an offer whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or a counteroffer by the Government. Offerors may be requested to submit Best and Final Offers in the form of an executed Standard Form 2, with General Clauses and details of the space offered, sufficient for final execution by the Navy's Real Estate Contracting Officer. The Navy may award the lease by signing the offered document, or by issuing an award letter with a final lease document to follow within 10 work days. A written notice of award or acceptance of offer signed by the Real Estate Contracting Officer and mailed or otherwise furnished to the Offeror shall result in a binding contract without further action by either party.

Neither financial data submitted with an offer, nor representations concerning financing, will form a part of the resulting lease contract. However, if the resulting lease contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if the cost or pricing data furnished is incomplete, inaccurate, or not current.

3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

- A. The Offeror is required to state in the offer or in an attachment unit prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by the Government, during the first year of the lease to price alterations costing \$85,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.
1. The cost per linear foot of office subdividing ceiling-high partitioning.
 2. The cost per wall-mounted duplex electrical outlet.
 3. The cost per wall-mounted fourplex (double duplex) electrical outlet.
 4. The cost per dedicated clean electrical computer receptacle.
 5. The cost per interior door.

3.2 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS

- A. The Lessor may be requested to provide alterations during the term of the lease. The two clauses from Attachment C, *U.S. Government Lease for Real Property*, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the Real Estate Contracting Officer.

3.3 SPECIFIED AREAS

The specified area is the minimum square footage requirement. Offers substantially below this minimum will not be considered. All offers except this minimum will be considered on total annual rent basis.

3.4 ANSI/BOMA OFFICE AREA (ABOA) SQUARE FEET

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-2010 definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." The Government also recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.2-2012) for Warehouse space.
- B. ABOA square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.

3.5 COMMON AREA FACTOR

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ABOA square feet to determine the rental square feet for the offered space).

3.6 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.7 LIQUIDATED DAMAGES, GSAR 552.270-15

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$500.00 per calendar day. This amount should equal rent in another location for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.8 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (JUNE 2011)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part before the lease term expires, the rental rate will be reduced. The reduction shall occur after the Government gives 30 calendar days' notice to the Lessor, and shall continue in effect until the Government occupies or reoccupies the vacant premises or the lease expires or is terminated.
- B. The rate will be reduced by that portion of the costs per ABOA square foot of operating expenses not required to maintain the space. In addition, at the first operating cost adjustment after the notice of reduction to the rent, the base cost of services subject to escalation will be reduced by said amount. In the event that the Government occupies or reoccupies the vacant premises on the lease anniversary date following the occupation of the vacant premises, the base cost of services subject to escalation will be increased by said amount.
- C. The reduction in operating costs shall be negotiated and stated in the lease.

3.9 AFTER AWARD

Lease: Within ten (10) calendar days after receipt or notice of award, the Offeror shall sign and forward Attachment B, *U.S. Government Lease for Real Property*, to the Real Estate Contracting Officer for execution.

D. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY:

Ten (10) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 14 calendar days to inspect and to either accept or reject the subject space.

- 1. Substantially completed space may be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.

2. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

E. RENT COMMENCEMENT:

The rent commencement date shall be set to occur after space acceptance is made by the Government. In any event, the Government will not be required to accept space and commence rent prior to the original schedule as indicated in the lease.

3.10 EVIDENCE OF CAPABILITY TO PERFORM- AFTER AWARD

Within forty-five (45) days after award, the successful Offeror shall provide to the Real Estate Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date, if required.
3. Issuance of a building permit covering construction of the improvements, if required.

3.11 GREEN LEASE COMPLIANCE

Prior to occupancy, the Lessor shall provide a written description of efforts in compliance with the requirements outlined in the lease with respect to the use of environmentally-friendly products and materials. This description shall address the reuse and recycling of existing materials, use of recycled content products, use of non-toxic substances, and the following paragraphs:

Construction Waste Management	Wall Coverings
Existing Fit-out, Salvaged or Reused Building Material	Painting
Indoor Air Quality During Construction	Doors: Interior
Landscaping	Carpet: Broadloom and/or Carpet Tile
Recycled Content Products	Energy Cost Savings
Environmentally Preferable Building Products and Materials	Drinking Fountains
Floor Covering and Perimeters	Toilet Rooms
Wood Products	Heating and Air Conditioning
Adhesives and Sealants	Ventilation

Insulation

Lighting: Interior and Parking

Ceilings

Indoor Air Quality

Janitorial Services

Radon In Water

4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR

- A. The warehouse shall be of sound and substantial construction. The façade downspouts, roof trim, and window casing shall be clean and in good condition.
- B. Exterior paving must be sloped away from the warehouse for drainage, be level, and have no low spots where water will stand. A bituminous wearing course shall be installed over the bituminous base coat.
- C. Exterior pedestrian doors shall be solid, weather tight, and equipped with cylinder locks. All locks must be master keyed. The Government must be furnished at least two (2) master keys and two (2) keys for each lock. Hardware for outward opening doors shall conform to NFPA 101. All doors, entrances and doorways (except for loading docks) must be accessible to the physically challenged, including ramps where necessary. Emergency exits shall be provided as required by NFPA codes and any applicable state and county fire and life safety standards.
- D. The warehouse's exterior must be lighted at a minimum of two (2) foot-candles at ground level fifty (50) feet from the warehouse.

4.2 CONSTRUCTION WASTE MANAGEMENT

- A. The Lessor shall use best efforts for recycling construction waste for initial space alterations of tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. The Lessor shall use best efforts to recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - 1. Ceiling grid and tile;
 - 2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 - 3. Duct work and HVAC equipment;
 - 4. Wiring and electrical equipment;
 - 5. Aluminum and/or steel doors and frames;
 - 6. Hardware;
 - 7. Drywall;
 - 8. Steel studs;
 - 9. Carpet, carpet backing, and carpet padding;

10. Wood;
11. Insulation;
12. Cardboard packaging;
13. Pallets;
14. Windows and glazing materials;
15. All miscellaneous metals (as in steel support frames for filing equipment); and
16. All other finish and construction materials.

- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall use best efforts to provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Real Estate Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL

Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including, but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Real Estate Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are

woven, fibrous, or porous in nature, that may absorb contaminants and release them over time.

- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. FLUSH-OUT PROCEDURE:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the Real Estate Contracting Officer.

- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.

- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.

- I. Protect stored onsite and installed absorptive materials from moisture damage.

- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

4.5 WORK PERFORMANCE

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Real Estate Contracting Officer. The Real Estate Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

4.6 BUILDING SYSTEMS

Whenever requested, the Lessor shall furnish at no cost to the Government a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.7 SPACE EFFICIENCY

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

4.8 FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Real Estate Contracting Officer.

4.9 FLOORS AND FLOOR LOAD

A. Warehouse space must be of a smooth weight bearing nature (i.e. concrete) that can support the use of a forklift and storage of heavy artifacts.

B. Floor must be able to withstand weight of heavy industrial artifacts:

1. F/A 18 jet (Approximately \pm 51,900 pounds)
2. F-4 jet (Approximately \pm 43, 735 pounds, wing span approximately 12-15 feet)
3. H-34 helicopter (Approximately \pm 14,000 pounds)

C. Carpeting is desired for the office space.

D. The Lessor shall repair or replace the Warehouse floor and carpet at the Lessor's expense at any time during the lease term when it is damaged.

E. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours by a licensed contractor and in accordance with manufacturing instructions to lie smoothly and evenly.

4.10 EXITS AND ACCESS

The warehouse space must be able to accommodate a forklift with a 13 foot high mast that will raise up to 20 feet high. The facility must contain adequate maneuver space inside to allow for repair and maintenance. A truck accessible loading dock door and an additional 20' x 20' (\pm) drive in dock door at ground level is required. The entire warehouse floor area must be contiguous.

Storage areas for bulky material containing Secret or Confidential information (materials) must have access openings secured by GSA-approved combination padlocks (Federal Specification FF-L-2890 Series), or high security key-operated padlocks (MIL-P-43607).

4.11 WINDOWS

A. Office space shall have windows in each exterior bay unless waived by the Real Estate Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.

C. All windows should be opaque, or be treated with blinds, shades or other window coverings.

D. Windows less than 18 feet above the ground must be protected with ½" steel bars.

4.12 ACCESSIBILITY

The leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). The areas that must comply with this requirement are doors, doorways, and ramps, with the exception of the loading dock. Emergency exits shall be provided as required by NFPA codes and any applicable state and county fire and life safety standards. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

5.0 ARCHITECTURAL FINISHES

5.1. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES)

The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

5.2 LAYOUT, FINISHES, AND COLORBOARDS

The Lessor shall consult with the Real Estate Contracting Officer prior to developing a minimum of 3 colorboards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. The Lessor shall provide the required colorboards within 10 calendar days of the request for such by the Real Estate Contracting Officer. The colorboards shall be approved by the Government prior to installation. Upon review with the Tenant, the Real Estate Contracting Officer must select one colorboard within 15 calendar days, and unless otherwise specified prior to lease award, the Offeror may assume that one colorboard will be accepted for all finishes in the entire space under lease. The Lessor may not make any substitutions after the colorboard is selected.

5.3 WOOD PRODUCTS

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: <http://www.cites.org/eng>.

- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.4 ADHESIVES AND SEALANTS

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations. This requirement applies to all new insulation to be installed due to Government occupancy.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

5.6 CEILINGS

- A. The ceiling for the Warehouse storage space shall be at least 25 feet to facilitate the installation of multiple storage racks and artifacts. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the office space, with no obvious damage to tiles or grid.
- B. Ceilings in the office space shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling in the leased office area, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.

E. Ceilings shall be a flat plane in each room of the office space and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Real Estate Contracting Officer.

1. *Restrooms.* Plaster or spackled and taped gypsum board.
2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay-in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Real Estate Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas.* Plaster or spackled and taped gypsum board or mineral acoustical tile.

5.7 WALL FINISHES

BUILDING SHELL:

1. *Physical Requirements.* Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi-gloss paint on remaining wall areas or other finish approved by the Real Estate Contracting Officer
2. *Replacement.* The Lessor must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All work shall be done when the tenants are not at work.

5.8 PAINTING

BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls, columns and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years. Tenant areas shall be repainted every five (5) years, and any time during the occupancy by the Government if paint is peeling or permanently stained, except where damaged due to the negligence of the Government. Repainting includes the moving and returning of furnishings. All work shall be done when the tenants are not at work.

5.9 DOORS: EXTERIOR

BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid core wood, or 3) insulated

tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Real Estate Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

3. Bay Door width of 15-feet clear span absolute minimum, 20-feet high.

5.10 DOORS: INTERIOR

Doors within the Government-demised area shall have a minimum clear opening of 36" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Real Estate Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.11 DOORS: HARDWARE

BUILDING SHELL:

Exterior doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

5.12 DOORS: IDENTIFICATION

BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

5.13 PARTITIONS: GENERAL

BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Real Estate Contracting Officer.

5.14 PARTITIONS: PERMANENT

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

5.15 PARTITIONS: SUBDIVIDING

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. OFFICE SUBDIVING PARTITIONS:

1. Office subdividing partitions shall comply with applicable building codes and local requirements. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the Final Layout Drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.16 CARPET**A. Any carpet to be newly installed pursuant to this paragraph or replaced during the life of the lease shall meet the following specifications:**

1. *Pile Yarn Content*: Continuous filament, soil-hiding nylon or olefin combinations
2. *Pile Construction*: Level loop, textured loop, level cut pile or level cut/uncut pile.
3. *Pile Weight*: 29 ounces per square yard minimum.
4. *Secondary back*: Pile weight shall be a minimum of 28 oz./ square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz./square yard for level cut/uncut construction.
5. *Total Weight*: 64 ounces per square yard minimum
6. *Flammability*: Carpet in non-sprinkled corridors and exits shall have a critical radiant flux of 0.22 or greater.
7. *Static Buildup*: Static buildup shall be a maximum of 3.5 KV with built-in static dissipation is recommended. A "static-controlled" rating is acceptable.

B. The Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease when: backing or underlayment is exposed; there are noticeable variations in surface color or texture; or tears and tripping hazards present. Carpeting must lay smoothly and evenly with no worn or exposed seams or backing.**C. Repair or replacement shall include the moving and returning of furnishings. Work shall be done when the tenants are not at work and completed by a licensed contractor in accordance with manufacturing instructions to lie smoothly and evenly.****5.17 ACOUSTICAL REQUIREMENTS****BUILDING SHELL:**

1. *Reverberation Control*: Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices,

conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Break Rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Real Estate Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.

5.18 WINDOW COVERINGS

WINDOW TREATMENTS:

1. *Window Blinds and Shades.* All exterior windows shall be equipped with window blinds or shades in new or like new condition. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Real Estate Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office space.

B. SYSTEMS COMMISSIONING:

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. Testing and balancing HVAC shall be completed prior to occupancy and "Flush out" procedure described in Section 4.4F.

6.2 ENERGY INDEPENDENCE AND SECURITY ACT (SEPT 2013)

- A. The Energy Independence and Security Act (EISA) establishes requirements for Government leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.
- B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, the Government may award a Lease for a building only if the building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term “most recent year” means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of insufficient occupancy; 2) Newly built Buildings that have used Energy Star’s Target Finder tool and either achieved a “Designed to Earn the Energy Star” certification or received an unofficial score (in strict adherence to Target Finder’s usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star’s Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at www.energystar.gov.
- C. EISA allows a Federal agency to lease Space in a Building that does not have an ENERGY STAR® Label if:
1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
 2. The agency will remain in a Building it currently occupies;
 3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
- D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the First Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements. See Lease paragraph "Lighting: Interior and Parking—Shell" for required specifications.
3. Building Envelope Modifications.

Note: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

- E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the First Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.
- F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financiaevaluation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.
- G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding leases).
- H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.
- I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

6.3 ENVIRONMENTAL CONSIDERATION (SEPT 2013)

- A. The Government requests space with no known hazardous conditions or recognized environmental conditions that would pose a health and safety risk or environmental liability to the Government.
- B. Upon request by the Government, Offeror must provide all known previous uses of the Building.
- C. Offeror must indicate in its written offer any known hazardous conditions or environmental releases with/from the offered Space, Building or Property.

6.4 ENERGY COST SAVINGS

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ESPC information can be found at <http://energy.gov/eere/femp/energy-savings-performance-contracts>. The ENERGY STAR Online Benchmark Tool can be found at the <http://www.energystar.gov> website.
- B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the <http://energy.gov/eere/femp/energy-savings-performance-contracts> web site, or call the FEMP Help Desk at 1-800-566-2877.
- C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Real Estate Contracting Officer.
- D. All new construction is encouraged to achieve an Energy Star score of 75 or above within 1 year after reaching 95 percent occupancy and will continue to retain the qualifying ENERGY STAR score or better (www.energystar.gov).

6.5 TOILET FACILITIES

- A. BUILDING SHELL:
Two restrooms are required. The male restroom must at a minimum consist of two toilets, one urinal, and one shower. The female restroom must have a minimum of one toilet, one sink and one shower. Both must be ADA compliant and with lockable doors. These facilities must be located within the Government's leased space.
- B. If newly installed:
 - 1. Water closets shall not use more than 1.6 gallons per flush.
 - 2. Urinals shall not use more than 1.0 gallons per flush.
 - 3. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 HEATING AND AIR CONDITIONING

- A. Heating and cooling systems are required for all leased space. Specific work spaces require environmental controls such as heating, cooling, and humidity controls; including machine shop, laser etcher shop, sheet metal shop, and fabric/sewing work space. Approximately 8,000 square feet must be temperature and humidity controlled warehouse storage space (delicates/ fragile artifacts). An additional room consisting of approximately 8,000 SF must also be temperature and humidity controlled warehouse and storage space (non-delicates and fragile artifacts). Approximately 8,000 SF of light Industrial space (fabrications and exhibits)

can be temperature and humidity controlled, but not required. Approximately 7,500 SF of space must be temperature and humidity control warehouse storage space (artwork).

- B. Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment.
- C. For Requirements 1 and 3 above, required climate is 68°-78° degrees Fahrenheit, and relative humidity within range of 20%-60%, with minimal fluctuations in temperature and relative humidity. For Requirement 2 above, ideal climate for storing of restored artifacts is 72°±4 degrees Fahrenheit, 45°±8° relative humidity, with minimal fluctuations in temperature and relative humidity.
- D. All heating equipment and accessories above 100 degrees Fahrenheit shall be insulated. All cooling refrigeration equipment, accessories and cold surfaces below 60 degrees Fahrenheit shall be insulated. Insulation, adhesives, vapor barrier materials and other accessories, except as specified otherwise, shall be noncombustible. Materials shall have a flame spread rating not exceeding 25 and a smoke development rating not exceeding 50 in accordance with NFPA 255 or UL 723. All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendation.
- E. Diffusers, registers, vents, and grilles shall be located to distribute air evenly and quietly to all areas. Portable space heaters are prohibited from use.
- F. Utility openings such as vents and ducts which are larger than 96 square inches must be protected with ½" steel bars welded 6" on center both vertically and horizontally.
- G. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall coordinate with the tenant a reasonable time to schedule major construction.
- H. Normal HVAC systems maintenance shall not disrupt tenant operations.
- I. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - 1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - 2. No permanent diffusers are used;
 - 3. No plenum-type return air system is employed;
 - 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - 5. Following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

6.7 VENTILATION

- A. Ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. Ventilation systems will be required for welding, wood shop work, laser etching, plasma cutting systems, and painting processes. These rooms must be separated for ventilation and noise.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- C. A minimum of 20 CFM of fresh air per person shall be provided in the building during periods of occupation in accordance with ASHRAE 62-1989.

6.8 ELECTRICAL: GENERAL

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Controls for lighting, heat, fire alarms and all similar controls of frequent or essential use shall be placed no higher than 54 inches, with 48 inches preferred.
- B. Main power distribution switchboards and distribution lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Electrical service shall be heavy and include 120-volt, 200 amp, single phase power for tenant lighting, computer, and mechanical equipment; and 250-volt, 100 amps, three phase power to accommodate an electric forklift charging station, and support auxiliary equipment.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electric Code, or local code, whichever is more stringent. The Lessor shall ensure that outlets and associated wiring (electricity, voice, data, etc.) in the office area shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Real Estate Contracting Officer.
 1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor in accordance with the Final Layout Drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
 2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.

3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Real Estate Contracting Officer. In any case, cable on the floor surface shall be minimized.

6.9 TELECOMMUNICATIONS AND DATA WIRING GENERAL

The Lessor shall provide all facilities necessary and suitable for delivering telephone and data service to and within the leased premises, at no additional cost. Outlets and the associated wiring shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Government will pay for telephone and data service directly to a third-party provider.

The data cables must be installed in a conduit consisting of rigid pipe, Polyvinyl Chloride (PVC), or Electrical Metallic Tubing (EMT). All connections must be permanently sealed. The carrier (conduit) should be buried a minimum of 1 meter below the surface.

6.10 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

COMDATA boxes shall be provided as required. At a minimum, each COMDATA box shall be capable of housing four Category 5E (CAT 5E at a minimum) jacks and wires. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided

with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

6.11 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers' access to utilize existing building wiring to connect its services to the Government's space. The existing building space should be able to handle the transmission of eight T-1s from the Government's designated telecommunications providers to the Communications Closet, which will serve the occupied space. The Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. SEALED CONDUIT:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit.

6.12 DATA DISTRIBUTION

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

6.13 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE

1. The Lessor shall provide separate data/telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder type cable trays to insure that Government provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved Final Layout Drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.14 LIGHTING: INTERIOR AND PARKING

The Lessor shall provide interior lighting in accordance with the following:

1. Modern, diffused, recessed fluorescent lighting fixtures shall be provided in office space. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Warehouse space fixtures shall be capable of producing a light level of 20 average maintained foot-candles throughout the space. When the space is not in use by the Government, interior and exterior lighting,

except that essential for safety and security purposes, shall be turned off. Switches must be located near each door entrance.

2. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have at a minimum 2 foot-candles at ground level, 50 feet from the building. Illumination shall be designed based on illuminating Engineering Society of North America (IESNA) standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
3. Lighted exit signs, each with a battery pack, shall be provided throughout the building in accordance with buildings and fire codes. Battery pack emergency lights must be provided in all means of egress in accordance with National Standards.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor is responsible for the total maintenance and repair of the leased premises. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Lessor shall provide the labor, material, and supervision to adequately maintain the structure in its entirety, including the roof, exterior of the building, interior walls and windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness and acceptable appearance of the premises. The lessor shall properly maintain the outside areas, including plants, lawns, and lighting. The lessor shall provide and maintain all lighting: bulbs, tubes, ballasts and starters. The lessor shall provide and maintain all building equipment and systems in accordance with applicable technical publications, manufacturers' manuals and industry standards. Maintenance shall include regular servicing and filter replacement. The lessor shall maintain all applicable electrical, plumbing, HVAC and utility systems in good working condition. Repairs shall be made in timely fashion-48 hours for routine maintenance and two hours for emergencies such as loss of power, heat or water. All equipment and systems shall be maintained to provide reliable energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Maintenance work must be done in accordance with local and manufacturer codes and regulations. Inspection certificates must be displayed, as applicable.

7.2 NORMAL HOURS

The normal hours for leased space will be Monday through Saturday, twenty four (24) hours per day. Services, utilities, and maintenance shall be available twenty four (24) hours, seven (7) days a week, including holidays. The Government shall have access to the leased space at all times without additional payment, including the use of necessary services and utilities such as toilets, lights, and electric power.

7.3 UTILITIES

1. The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate. The Lessor shall provide all systems and infrastructure required to deliver electric, telephone, and gas service to the building, and all services required for water and sewer, whether directly or through the pertinent utility supplier. If the pertinent utility suppliers do not construct the utility systems, the Lessor in accordance with the requirements of all the pertinent utility service suppliers shall construct them.

The Lessor shall provide a separate electrical and gas meter for the leased space occupied by the Government, or a means of allocating costs which is acceptable to the Government.

2. Upon the effective date of the lease, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility.

3. The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficiency Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

7.4 JANITORIAL SERVICES

The Lessor is responsible to provide janitorial services for the entire office area estimated at 1,500 square feet. This office space is a high traffic area.

1. The lessor shall provide janitorial services as described below, between the hours of 9:00 AM-2:30 PM. Monday through Saturday. Janitorial services will take place during Normal Hours, and only when space is occupied by Government Staff. Janitorial services shall include the following and completed once a week:
 - a. Dusting of desks, cabinets, and blinds.
 - b. Vacuuming of all offices, conference areas, reception areas, and work stations.
 - c. Complete cleaning and mopping of bathrooms which includes toilets, mirrors, sinks, and shower.
 - d. Cleaning inside windows, only one area per week.
2. All cleaning materials shall be provided by the Lessor or Lessor's contractor.
3. Lessor shall provide weekly trash pick-up, and a 6-cubic feet dumpster. Lessor is responsible for dumpster removal/replacement.
4. No special pass or identification requirements are required.
5. No special security clearance requirements are required.
6. No special escort requirements are required.

7.5 LANDSCAPE MAINTENANCE

Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and

fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced. Landscape management practices shall prevent pollution by employing practices which avoid or minimize the need for fertilizers and pesticides. The Lessor shall use landscaping products with recycled content as required by the Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines for landscaping products.

7.6 SNOW REMOVAL

The lessor is responsible for removing snow and ice from the entrance, exterior walks, driveways and parking lots to the building.

7.7 TESTING OF SYSTEMS

Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Real Estate Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 SEISMIC SAFETY – MODERATE SEISMICITY (SEP 2012)

- A. The Government intends to award a Lease to an Offeror of a Building that is in compliance with the Seismic Standards. If an offer is received which is in compliance with the Seismic Standards and the other requirements of this SFO, then other offers which do not comply with the Seismic Standards will not be considered. If none of the offers is in compliance with the Seismic Standards, the RECO will make the award to the Offeror whose offer meets the other requirements of this SFO and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this RLP.
- B. An offered Building will be considered to be in compliance with the Seismic Standards if it meets one of the following conditions:
 1. The offer includes a Seismic Certificate certifying that the Building is a Benchmark Building (Seismic Form A).
 2. The offer includes a Seismic Certificate based on a Tier I Evaluation showing that the Building meets the Seismic Standards (Seismic Form B). The submission must include the checklists and backup calculations from the Tier 1 Evaluation.
 3. The offer includes a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation showing that the Building complies with the Seismic Standards (Seismic Form B). If the certificate is based on a Tier 2 or Tier 3 Evaluation, the data, working papers, calculations and reports from the evaluation must be made available to the Government.
 4. The offer includes a commitment to retrofit the Building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41 (Seismic Form C, Part 1). If the Offeror proposes to retrofit the Building, the offer must include a Tier 1 report with all supporting documents, a narrative explaining the process and scope of retrofit, and a schedule for the seismic retrofit. The Offeror shall provide a construction schedule, concept design for the seismic upgrade, and supporting documents for the retrofit, including structural calculations, drawings, specifications, and geotechnical report to the

Government for review and approval prior to award. The documentation must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

5. The offer includes a pre-award commitment to construct a new Building, using local building codes (Seismic Form C, Part 2).

C. The RECO may allow an Offeror to submit a Seismic Certificate after the deadline for final proposal revisions. However, the RECO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

D. **Definitions.** For the purpose of this paragraph:

- “ASCE/SEI 31” means the American Society of Civil Engineers standard, Seismic Evaluation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
- “ASCE/SEI 41” means American Society of Civil Engineers standard, Seismic Rehabilitation of Existing Buildings. You can purchase ASCE/SEI from ASCE at (800) 548-2723 or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://www.pubs.asce.org).
- “Benchmark Building” means a building that was designed and built, or retrofitted, in accordance with the seismic provisions of the applicable codes specified in Section 1.3.1 of RP 8.
- “Engineer” means a professional engineer who is licensed in Civil or Structural Engineering and qualified in the structural design of buildings. They must be licensed in the state where the property is located.
- “RP 8” means “*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)*,” issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from [HTTP://WWW.WBDG.ORG/CCB/NIST/NIST_GCR11_917_12.PDF](http://www.wbdg.org/ccb/NIST/NIST_GCR11_917_12.PDF)
- “Seismic Certificate” means a certificate executed and stamped by an Engineer on the appropriate Certificate of Seismic Compliance form included with this RLP together with any required attachments.
- “Seismic Standards” means the requirements of RP 8 Section 2.2 for Life Safety Performance Level in ASCE/SEI 31 or the Basic Safety Objective in ASCE/SEI 41, unless otherwise specified.
- “Tier 1 Evaluation” means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
- “Tier 2 Evaluation” means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
- “Tier 3 Evaluation” means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

8.2 CERTIFICATE OF OCCUPANCY

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.

8.3 FIRE PROTECTION AND LIFE SAFETY

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

8.4 AUTOMATIC FIRE SPRINKLER SYSTEM

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety. **A dry pipe sprinkler system is required for warehouse space.**
- B. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- C. Definitions:
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.5 FIRE ALARM SYSTEM

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local

codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located. Provide fire alarm pull boxes at each exterior exit.

- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- C. If a building's alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

8.6 OSHA REQUIREMENTS

The Lessor shall maintain buildings and space in a safe and healthy condition in accordance with applicable parts of the OSHA General Industry Standard (29 CFR 1910 Occupational Safety and Health Standards).

8.7 ASBESTOS

A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos; "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

B. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

C. *Management Plan*. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Real Estate Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.8 INDOOR AIR QUALITY

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and

formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO – 9 ppm time-weighted average (TWA – 8 - hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).

- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Real Estate Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the lease space.

8.9 RADON IN AIR

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electric ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picocuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electric ion chambers shall be completed. For further information on radon, see EPA's website on radon at <http://www.epa.gov/radon/zonemap.html>

8.10 HAZARDOUS MATERIALS

The leased space shall be free of hazardous materials according to applicable Federal, state, and local environmental regulations.

8.11 RECYCLING

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with Attachment C, *U.S. Government Lease for Real Property, General Clauses, 552.270-8, Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per

1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

8.12 OCCUPANT EMERGENCY PLANS

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and Government personnel.

9.0 LEASE SECURITY STANDARDS

9.1 GENERAL REQUIREMENTS

The facility shall comply with DON security Information Security Program (SECNAVIST 5510.36) requirements for Storage and Destruction (Chap 10) of classified information/materials in leased space. The following shall be provided:

- (1) Security lighting above entrance doors.
- (2) Double cylinder door locks.
- (3) An Intrusion Detection System (IDS)
- (4) Federal Specification FF-P-110/MIL-P-43607 locks

9.2 DETERRENCE TO UNAUTHORIZED ENTRY

The Lessor shall provide a level of security that prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the leased space. The Lessor shall ensure that security cameras and lighting are not obstructed.

9.3 EMERGENCY POWER TO CRITICAL SYSTEMS

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

9.4 MECHANICAL AREAS AND BUILDING ROOFS

A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

9.5 ACCESS TO BUILDING INFORMATION

The Real Estate Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

9.6 POSTING OF GOVERNMENT RULES AND REGULATIONS

The Government may post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons.

9.7 BUILDING SECURITY PLAN

The Offeror shall provide a Pre-Lease Building Security Plan, as attached that addresses in detail its compliance with the lease security standards, as described in this SFO and its attachments.

9.8 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT

The Government reserves the right to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix. The Government may furnish its own third party security system, and include electrical back-up protection in the case of power disruptions or outages.

9.9 IDENTITY VERIFICATION OF PERSONNEL

- A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
 - 1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
 - 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 - 3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Real Estate Contracting Officer (or the Real Estate Contracting Officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The Real Estate Contracting Officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
 - 4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the

new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

INITIALS: _____ & _____
LESSOR GOVERNMENT

~27 mile radius from National Museum of the Marine Corps (via roads)

Generally, counterclockwise from vicinity of Potomac River in Alexandria, VA

North-northeast

- Rte 400/Mount Vernon Hwy and entrance to Fort Hunt Park
- Rte 1/Richmond Highway and Popkins Ln
- Telegraph Rd and 495/95
- 495 and Eisenhower Connector

Northwest

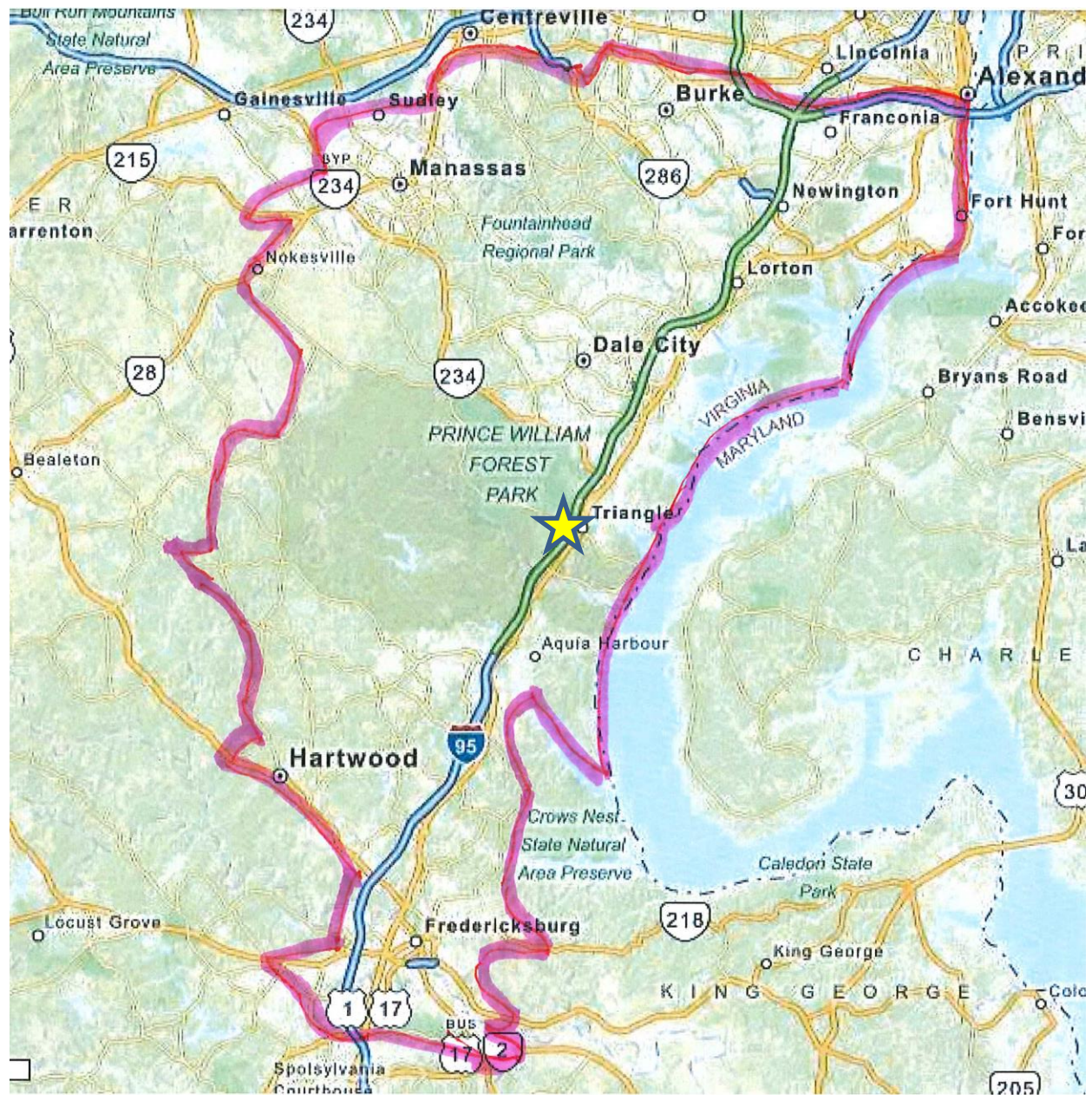
- Braddock Rd and Burke Lake Rd
- Fairfax County Pkwy and Popes Head Rd
- Rte 28/Centreville Rd and Prince William County/Fairfax County line
- Old Centreville Rd and Entrance to Bull Run Regional Park
- Manassas Dr and Appomattox Ave
- Lomond Dr and Ashland Avenue
- Sudley Manor Dr and Williamson Blvd/Garner Rd
- 234/Sudley Rd and Rosemary Dr
- Ashton Ave and Cornerstone Dr
- 234 Bypass/Prince William Pkwy and Balls Ford Rd
- Wellington Rd and Balls Ford Rd
- Linton Hall Rd and Sudley Manor Dr
- Rte 215/Vint Hill Rd and Sudley Manor Dr
- Rte 28/Nokesville Rd and Fauquier Dr/Dumfries Rd

West

- Rte 612/Brenttown Rd and MCB Quantico/Camp Goettege entrance road
- Rte 616/Bristersburg Rd and Rte 639/Cromwell Rd
- Rte 610/Midland Rd and Courtney School Rd

South

- Hartwood Rd and Richland Rd
- Rte 17/Warrenton Rd and Marsh Rd
- River Rd and Motts Run Reservoir Park Rd
- Rte 3/Plank Rd and Spotswood Furnace Rd
- Leavells Rd and Salem Station Blvd
- 95 at Exit 126
- Rte2/17/Tidewater Tr at Shannon Airport
- Rte 3/Kings Hwy and Leonard Rd
- Rte 218/White Oak Rd at White Oak Run



U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

N40080-16-RP-00012

THIS LEASE, made and entered into this date by and between

whose address is

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The lessor hereby leases to the Government the following described premises:

Approximately 66,070 Square Feet of Light Industrial, Warehouse, and Administrative Space, located at:

to be used for Government purposes

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

through , subject to termination
and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$

at the rate of \$ per month in arrears.
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Electronic Funds Transfers

4. The Government may terminate this lease at any time by giving at least 180 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
Fourteen (14) additional periods of one year each, according to the following rent schedule

provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Utilities, janitorial, and snow removal

7. The following are attached and made a part hereof:

The General Provisions and Instructions

SFO N40080-LI-12250;
GOVERNMENT LEASE FOR REAL PROPERTY;
GSA FORM 3517B, GENERAL CLAUSES;
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS;
FORM, GSA FORM 3516A

8. The following changes were made in this lease prior to its execution:

PROPOSAL TO LEASE SPACE;
FORM 12000, PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION;
PRELEASE BUILDING SECURITY PLAN

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

IN PRESENCE OF

SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER Deborah A. Moomey
	OFFICIAL TITLE OF SIGNER Real Estate Contracting Officer

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (Variation)
GENERAL	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery—Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises— Right of Entry (Variation)
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry
PAYMENT	22	52.204-7	Central Contractor Registration (Variation)
	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements (Variation)
	26	52.232-23	Assignment of Claims
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA
	36	52.215-2	Audit and Records—Negotiation
DISPUTES	37	52.233-1	Disputes

INITIALS: _____ & _____
LESSOR GOVERNMENT

LABOR STANDARDS	38	52.222-26	Equal Opportunity
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
	40	52.222-21	Prohibition of Segregated Facilities
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
	42	52.222-36	Affirmative Action for Workers with Disabilities
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	45	52.215-12	Subcontractor Cost or Pricing Data
	46	52.219-8	Utilization of Small Business Concerns
	47	52.219-9	Small Business Subcontracting Plan
	48	52.219-16	Liquidated Damages—Subcontracting Plan

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 DEFINITIONS (SEP 1999) (VARIATION)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
 - (1) acts of God or of the public enemy,
 - (2) acts of the United States of America in either its sovereign or contractual capacity,
 - (3) acts of another contractor in the performance of a contract with the Government,
 - (4) fires,
 - (5) floods,
 - (6) epidemics,
 - (7) quarantine restrictions,
 - (8) strikes,
 - (9) freight embargoes,
 - (10) unusually severe weather, or
 - (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or Comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (l) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (m) "Usable square feet" means the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "The area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (n) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
- (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
- (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
- (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

7. 552.270-26 NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 DEFAULT IN DELIVERY—TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases,

in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

- (2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.
- (3) Other, additional relief provided for in this lease, at law, or in equity.
- (b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (c) Delivery by Lessor of less than the minimum ANSI/BOMA Office Area square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.
- (d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

12. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 MAINTENANCE OF BUILDING AND PREMISES—RIGHT OF ENTRY (SEP 1999) (VARIATION)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide

any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 ACCEPTANCE OF SPACE (SEP 1999) (VARIATION)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Office Area square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-9 INSPECTION—RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
 - (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers;
 - (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
 - (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
 - (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)

- (a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Offeror" means the owner of the property offered, not an individual or agent representing the owner.

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active."
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee must be registered with D&B and in the CCR database prior to

award, during performance, and through final payment of any contract resulting from this solicitation.

- (2) The Offeror shall enter in the appropriate block, on the GSA Form 3518, entitled Representations and Certifications, the legal entity's name and address, followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, the Contractor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide the responsible Contracting Officer a fully revised and initialed/signed GSA Form 3518, entitled Representations and Certifications, along with written notification of its intention to (A) change the name in the CCR database; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

23. 552.232-75 PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date.*

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

24. 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). The Lessor must, no later than 30 days before the first payment:
 - (1) Designate a financial institution for receipt of EFT payments.
 - (2) Submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor must provide the following information:
 - (1) The American Bankers Association 9-digit identifying number for Automated Clearing House (ACH) transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Lessor is a new enrollee to the EFT system, the Lessor must complete and submit Form SF 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, before payment can be processed.
- (c) If the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment, the appropriate Government official must receive notice of such change and the required information specified above no later than 30 days before the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the:
 - (1) Signature, title, and telephone number of the Lessor or the Lessor's authorized representative.
 - (2) Lessor's name.
 - (3) Lease number.
- (e) Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

25. 552.232-70 INVOICE REQUIREMENTS (SEP 1999) (VARIATION)

(This clause is applicable to payments other than rent.)

- (a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.
- (b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

- (c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

26. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Applicable to leases over \$2,500.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

27. 552.270-20 PAYMENT (SEP 1999) (VARIATION)

- (a) When space is offered and accepted, the ANSI/BOMA Office Area square footage delivered will be confirmed by:
 - (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Office Area square footage stated in the lease.
- (c) If it is determined that the amount of ANSI/BOMA Office Area square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Office Area square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

28. 552.203-5 COVENANT AGAINST CONTINGENT FEES (FEB 1990)

(Applicable to leases over \$100,000.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from

the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) *Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price

charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

- (c)
 - (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
 - (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

30. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

- (a) *Definitions.* As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

31. 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applicable to leases over \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than

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30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

32. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applicable when cost or pricing data are required for work or services over \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
- (1) The actual subcontract or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the

available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

33. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—
 - (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—
 - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
 - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

34. 552.270-14 CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
 - (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or

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- (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
 - (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Office Area square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

35. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

36. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
 - (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or

- (4) Performance of the contract, subcontract or modification.
- (d) *Comptroller General.*
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
 - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
 - (2) The data reported.
- (f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
 - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
 - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
 - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
 - (2) For which cost or pricing data are required; or
 - (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

37. 52.233-1 DISPUTES (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted

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is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

38. 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Applicable to leases over \$10,000.)

- (a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall

not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100, (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase

order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

39. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Applicable to leases over \$10,000,000.)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

40. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Applicable to leases over \$10,000.)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

41. 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) *Definitions.* As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) *General.*

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and

- other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings.*

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) *Postings.*

- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

42. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Applicable to leases over \$10,000.)

(a) *General.*

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

- (1) The Contractor agrees to post employment notices stating—
 - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and
 - (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

43. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Applicable to leases over \$25,000.)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
 - (2) The information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

44. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(Applicable to leases over \$25,000.)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

45. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applicable when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data—Modifications.

46. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further

the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

47. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

(Applicable to leases over \$500,000.)

- (a) This clause does not apply to small business concerns.

- (b) *Definitions.* As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the Offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- (d) The Offeror's subcontracting plan shall include the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of—
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned

- small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
 - (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will—
 - (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone

- small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact—
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through—
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—
- (1) The master plan has been approved;
 - (2) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the Offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the Offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the Offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with—
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns"; or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

48. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

(Applicable to leases over \$500,000.)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 40080LI12250	Dated 10/22/2015
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____]*
- Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

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- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:*

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

- (6) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that—
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
 - (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:*

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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LESSOR GOVERNMENT

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that--
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

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or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

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- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

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business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because: _____
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

<input type="checkbox"/> Sole proprietorship;	<input type="checkbox"/> Government entity (Federal, State, or local);
<input type="checkbox"/> Partnership;	<input type="checkbox"/> Foreign government;
<input type="checkbox"/> Corporate entity (not tax-exempt);	<input type="checkbox"/> International organization per 26 CFR 1.6049-4;
<input type="checkbox"/> Corporate entity (tax-exempt);	<input type="checkbox"/> Other _____

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

10. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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11. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS Number _____

12. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	
	NAME _____	
	STREET _____	
	CITY, STATE, ZIP _____	
	TELEPHONE NUMBER _____	
	_____ Signature	_____ Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

PROPOSAL TO LEASE SPACE

IN RESPONSE TO

SOLICITATION NUMBER → 40080LI12250

DATED

SECTION I - DESCRIPTION OF PREMISES

1a. BUILDING NAME	2. NUMBER OF FLOORS	3. TOTAL ANSI/BOMA SQ. FT.
1b. BUILDING ADDRESS		
1c. CITY/STATE	4. LIVE FLOOR LOAD <i>lbs./sq. ft</i>	5. BUILDING AGE
1e. 9-DIGIT ZIP CODE _____ - _____		

SECTION II - SPACE OFFERED AND RATES

TYPE OF SPACE	FLOOR Full(F)/Partial(P)	ANSI/BOMA SQUARE FEET (a)	INITIAL TERM		RENEWAL OPTIONS	
			SQ. FT. RATE PER YEAR (b)	AMOUNT (a) x (b)	SQ. FT. RATE PER YEAR (c)	AMOUNT (a) x (c)
6. OFFICE						
7. TOTAL		(a)		(b)		(c)
8. COMPOSITE SQUARE FOOT RATE PER ANNUM			(7b divided by 7a)		(7c divided by 7a)	

SECTION III - LEASE TERMS

9. INITIAL LEASE		10. RENEWAL OPTIONS		11. Offer GOOD until _____. 14. Space will be altered in accordance with specifications and delivered within _____ days of award.
a. NO. OF YEARS	b. YEARS FIRM	a. YEARS EACH	b. NO. OF OPTIONS	
12. NUMBER OF DAYS NOTICE REQUIRED FOR GOVERNMENT TO TERMINATE LEASE		13. NUMBER OF DAYS NOTICE REQUIRED TO EXERCISE RENEWAL OPTION		

15. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See solicitation requirements)*

ATTACHMENTS:

- A AREA OF CONSIDERATION
- B SF 2 FORM, GOVERNMENT LEASE FOR REAL PROPERTY
- C GSA FORM 3517B, GENERAL CLAUSES
- D GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS
- E FORM, PROPOSAL TO LEASE SPACE
- F GSA FORM 3516A
- G FORM 12000, PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION
- H PRELEASE BUILDING SECURITY PLAN
- I SEISMIC FORMS

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

16. OWNER <i>(Name and address including ZIP code)</i>	17. OWNER OPERATES AS A(N)			
	INDIVIDUAL	PARTNERSHIP	CORPORATION <i>(Specify State):</i>	
18. OFFEROR <i>(Name and address including ZIP code)</i>	19. OFFEROR'S INTEREST IN PROPERTY			
	OWNER	AGENT	OTHER <i>(Specify):</i>	
20. The Offeror agrees upon acceptance of this proposal by the herein specified date, to lease to the United States of America, the premises described, upon the terms and conditions as specified herein, in full compliance with and acceptance of the aforementioned Solicitation, with attachments.				
21. OFFEROR	a. TYPED NAME AND TITLE		b. TELEPHONE NUMBER <i>(Include area code)</i>	
	c. SIGNATURE		d. DATE SIGNED	

SOLICITATION PROVISIONS

(For Simplified Acquisition of Leasehold Interests in Real Property)

1. 552.270-1 _ INSTRUCTIONS TO OFFERORS - ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011) - ALTERNATE II (MAR 1998)

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

(i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and

(ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

(i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.

(4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.

(7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part --for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of --or in connection with --the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) *Lease award.*

(1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(7)) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.

(8) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
- (iii) A summary of the rationale for award.

(f) *Paperwork collection.* The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

2. 552.270_3 _ PARTIES TO EXECUTE LEASE (JUN 2011)

(a) If the lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as

_____ [insert name of firm]."

(b) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, evidence of this authority to so act shall be furnished.

(c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.

d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.

(e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

3. 52.233_2 _ SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

4. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: [insert telephone number].

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

5. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.

PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING

The prelease form contains two parts that must be completed depending on which floor the proposed offered space is located within a building. Part A must be completed when an offered space is located below the 6th floor of a building. Part A shall be completed by the Offeror or their authorized representative. Part B must be completed when an offered space is located on or above the 6th floor of a building. Part B shall be completed by a professional engineer. The Fundamental Code Requirements apply to Part A and Part B.

- a. The offered building shall be evaluated for compliance with the most recent edition of the building and fire code adopted by the jurisdiction in which the building is located; with the exception that the technical egress requirements of the building shall be evaluated based on the egress requirements of the most recent edition of the National Fire Protection Association (NFPA) 101, *Life Safety Code*. (Note: a building with a Certificate of Occupancy indicating that a building fully complies with the International Building Code shall be deemed to comply with this requirement.) All areas that do not meet the above stated criteria shall be identified as to the extent that they do comply.
- b. A fire escape located on the floor(s) where the offered space is located shall not be counted as an approved exit stair.
- c. An interlocking or scissor stair located on the floor(s) where the offered space is located shall only count as one exit stair.
- d. The number of floors used to determine when Part A or Part B is applicable is based on counting the number of floors starting from the street floor.

PART A

The Offeror or their representative shall complete Part A. Part A consists of a series of short answer and yes/no/not applicable questions related to general building information and fire protection and life safety systems. Upon completion of Part A, the Offeror must sign and date the "Offeror's Statement." Part A is applicable to offered space located below the 6th floor of the building.

I. Building Address						
Building Name: _____						
Building Address: _____						
City: _____		State: _____		9-Digit Zip Code: _____		
II. General Building Information						
a. Identify each floor on which space is offered and the square footage of space on each floor offered to Government:						
Floor						
Square Feet Per Floor						
b. Identify the total number of floors in the building starting at the street floor:						
c. Identify the total number of floors in the building below the street floor:						
d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building:						
III. Other Uses in Building (Check All That Apply)						
<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail	<input type="checkbox"/> Parking Garage	<input type="checkbox"/> Other (List Below)	
IV. Automatic Fire Sprinkler System						
Please Check YES, NO, or N/A to the following questions:						
a. Is an automatic fire sprinkler system installed throughout the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
V. Fire Alarm System						
Please Check YES, NO, N/A to the following questions:						
a. Is a fire alarm system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is an emergency voice/alarm communication system installed in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central station?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> ?				<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VI. Exit Signs and Emergency Lighting

Please Check YES, NO, or N/A to the following questions:

a. Are exit signs installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VII. Elevators

Please Check YES, NO, or N/A to the following questions:

a. Are elevators installed in the building?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
b. If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
c. If elevators are installed in the building, are the elevators recalled by smoke detectors located in the elevator lobbies and elevator machine rooms?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

VIII. Additional Information

OFFEROR'S STATEMENT

I hereby attest that the above information is complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PART B

The Offeror's professional engineer shall complete Part B when an offered space is located on the 6th floor or higher of a building. Part B consists of a detailed narrative report based on an evaluation of the entire building that also includes the review of the preventive maintenance records of the building's fire alarm system and automatic fire sprinkler system. The fire protection engineer shall prepare a detailed narrative report. The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building, with specific attention to fire safety conditions that affect the floor(s) where the offered space to the Government is located, including those floors located below the offered space. In addition, the detailed narrative report shall include all deficiencies that do not meet the specified criteria (see Fundamental Code Requirements), the associated code reference(s), as well as any recommended corrective action(s).

NOTES:

- a. *The professional engineer must be licensed as a fire protection engineer in the same State in which the subject building is located unless the subject State does not formally recognize fire protection engineering. In such cases, GSA will accept the services of any professional engineer in the subject State provided the professional engineer is also recognized as a fire protection engineer in any other U.S. State or Territory.*
- b. *Upon completion of Part B, the Offeror's fire protection engineer must sign and date the "Fire Protection Engineer Statement."*
- c. *Upon completion of Part B, the Offeror must sign and date the "Offeror's "Statement of Correction."*
- d. *The accepted GSA Form 12000, Part B is valid for a time period of 5 years from the noted date on the completed and accepted Part B. This acceptance is conditional in that no major modifications or construction has occurred associated with the building.*

The detailed narrative report shall address at a minimum the items noted below as they apply to the offered space in the building.

1.General Information.

- a. Identify all current citations or violations noted by the local jurisdiction regarding the building.
- b. Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.
- c. Identify the number of floors in the building (above and below grade).
- d. Identify the approximate gross square footage per floor in the building.
- e. Identify the gross square footage and associated floor of offered space proposed to the Government to occupy.
- f. Identify by location and describe hazardous/significant fuel load areas (greater than normal for the type of occupancy).
- g. Identify and describe potential fire ignition sources in hazardous/significant fuel load areas in the building.

2.Occupancy Classifications.

- a. Identify all the different types of occupancies and particular uses on each floor of the subject building. For example, include retail, restaurants, mechanical equipment areas, storage areas, inside parking areas, etc.

3.Building Construction.

- a. Identify the building construction type.

4.Vertical Openings.

- a. Identify by location and describe the enclosure of vertical openings through floors, such as stairways, atriums, hoistways for elevators, escalators, and shafts.
- b. Identify any deficiencies in the rated vertical enclosures that affect the integrity of the enclosure.

5. Means of Egress.

- a. Identify the number of enclosed exit stairs on each floor of the building.
- b. For each exit stair, describe:
 - i. The clear width of each stair tread and location of measurement.
 - ii. The egress capacity of each exit stair.
 - iii. The location of where each exit stair discharges.
 - iv. Identify and describe the operation and application of the exit stair re-entry provisions to the interior of the building, if provided.
 - v. Any penetrations into and openings through each exit stair enclosure assembly.
 - vi. Any headroom obstruction within each exit stair enclosure.
 - vii. If any exit stair has been compromised in such a way to have the potential to interfere with its use as an exit; and
 - viii. The exit stair remoteness arrangement.
 - ix. Identify and describe if all exit stair doors are self-closing and self-latching.
- c. Identify and describe all exit doors that do not swing in the direction of exit travel.
- d. Identify and describe if all fire doors are in proper working order. Provide location of noted fire door and purpose.
- e. Identify by floor and describe any concerns regarding the exit access system (i.e., corridor or open plan office concept), as it applies to the proposed offered space.
- f. Identify by location and describe any concern regarding the exit signage within the building.
- g. Describe the building's emergency lighting system.
- h. Identify and describe if emergency power is provided within the building.
- i. If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110, *Standard for Emergency and Standby Power Systems* or NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems* as applicable. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used.

6. Automatic Fire Suppression Systems

- a. Identify and describe if the building is protected or not protected throughout by an automatic fire sprinkler system. If the building is not protected throughout by an automatic fire sprinkler system, identify those areas of the building where partial fire sprinkler protection is provided.
- b. Identify and describe the different types of automatic fire sprinkler systems (e.g., dry, wet, pre-action, etc.) that are installed within the building and their respective locations.
- c. Identify and describe any other fire suppression systems installed within the building.
- d. Identify and describe the types of standpipes installed in the building.
- e. If automatic fire sprinkler systems are installed in the building, describe if they are tested and maintained in accordance with the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*. If not complying with the applicable NFPA Standards; identify and evaluate the procedures being used. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

7.Fire Alarm System

- a. Identify and describe the fire alarm system, as a minimum, the date of installation, type, manufacturer and model, and components such as manual pull stations, etc.
- b. Describe if the fire alarm system is connected to a U.L. listed Central Station, Remote Station, or to the local fire department.
- c. Describe in detail the operation of the fire alarm system, including if it has emergency voice/alarm communication capabilities.
- d. Describe in if the fire alarm system is tested and maintained in accordance with NFPA 72, *National Fire Alarm and Signaling Code*. If not complying with the applicable NFPA Standard; identify and evaluate the procedures being used.

8.Elevators

- a. Verify the elevators have a current certificate (date of inspection) of elevator inspection from the local jurisdiction.
- b. Identify and describe the emergency recall operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase I Emergency Recall Operation requirements.
- c. Identify and describe the emergency in car operation features of the elevators. Describe all differences with the requirements of ASME/A17.1, *Safety Code for Elevators and Escalators*, Phase II Emergency In-Car Operation requirements.
- d. Identify and describe if the elevators are equipped with telephones or other two-way emergency signaling systems connected to an emergency communication location staffed 24 hours per day, 7 days per week.

STATEMENT OF FIRE PROTECTION ENGINEER

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official seal, professional license information, and signature are affixed below. I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria. (If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____ Phone _____

License Number: _____

Number: _____

Stamp Here:

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S PRE-LEASE BUILDING SECURITY PLAN EVALUATION FOR AN OFFICE BUILDING

The Offeror must complete a report based on a walk through of the building, parking areas, and structure's perimeter that includes the review of windows or window systems, facade protection level, and perimeter evaluation.

The Offeror states, as part of this offer, that the proposed space/building is as described below and contains the identified features and devices. Should this exhibit not provide sufficient space to respond adequately to any question, additional pages should be attached.

BUILDING ADDRESS	
BUILDING NAME:	
BUILDING ADDRESS:	
CITY:	
STATE:	
Year Built:	Year Last Renovated:
SIZE AND LAYOUT	
The following information applies to (check one): ___ an existing building ___ a building planned for lease construction	
Space offered to Government (By Floor):	
Approximate gross area of typical floor (identify atypical floors individually)	
Building Height in Feet:	
Number of Stories Above Grade	
Number of. Stories Below Grade:	
OTHER OCCUPANCIES IN BUILDING (Check All That Apply)	
Restaurants:	_____
Laboratories:	_____
Storage:	_____
Retail:	_____
Day Care Center:	_____
Other, list:	_____

PRE-LEASE BUILDING SECURITY PLAN

GENERAL INFORMATION

Provide digital pictures of the building. Include exterior views showing the front of the building and all sides of the building.

Identify the number of stories of the building (above and below grade)

Identify the approximate gross square footage per floor in the building.

Identify the proposed floors offered to the Government to occupy

<u>Exterior Materials</u>	<u>Yes</u>	<u>No</u>
Brick		
Block		
Concrete – Precast		
Concrete – Poured		
Metal Panels		
Glass Exterior		

Answer each question below, then, identify and discuss measures to be taken to protect and secure utilities.

<u>Question</u>	<u>Yes</u>	<u>No</u>
Is the water supply to the building protected?		
Is the main unit of air/ventilation system accessible to the public?		
Is the wire closet locked?		
Is utility access locked?		
Is there exterior access to the electric service?		
Is there exterior access to the gas service?		
Is there exterior access to the water service?		
Is there exterior access to the telephone service?		
Is there exterior access to any other heating source?		
Is fuel stored within the building?		
Are there exterior propane fuel tanks?		
For the facilities with exterior propane fuel tanks, are they protected?		

PRE-LEASE BUILDING SECURITY PLAN

PERIMETER INFORMATION

<u>General Public Access</u>	<u>Distance in Feet</u>
Distance in feet from the building to the nearest public street.	
Distance in feet from the building to the nearest public on-street parking.	
Distance in feet from the building to the nearest public parking lot.	

Provide a site sketch showing perimeter distances.

Describe the building's emergency lighting system.

Identify and describe the lighting levels provided at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage "crimes against persons".

Identify and describe if emergency power is provided within the building.

If emergency power for life safety systems is provided by generator(s) or UPS systems describe if they are tested and maintained in accordance with NFPA 110 or NFPA 111, as applicable.

Identify and describe any garage or parking area control or surveillance systems in place.

Identify and describe the location of mechanical areas, along with protocol and procedures taken to secure these areas to ensure access by only authorized personnel.

Identify and describe roof access and the roof security, along with protocol and procedures taken to secure the roof to ensure access by only authorized personnel.

Identify and describe alarm/emergency notification system.

Review and evaluate the occupancy emergency plan.

Identify and describe window-glazing system, including,

- Typical size
- Thickness of panes
- Type of frame
- Type of anchorage
- Number of windows
- Type of glass
- Type of configuration (single-pane, insulated, laminated, etc.)
- Security film thickness (if installed)
- Date film was installed

If the proposed shatter-resistant window film is less than the 0.18 millimeter (7 mil) thickness specified in the SFO, a licensed professional engineer shall complete the evaluation specified below.

PRE-LEASE BUILDING SECURITY PLAN

For Build-to-Suit Solicitations and Alternative Blast Mitigation Proposals

A registered Professional Engineer shall complete the evaluations for window glazing and facade protection. The Professional Engineer's stamp (professional license) must be placed on the report.

For Build-to-Suit solicitations, identify and describe window systems in accordance with WINGARD 4.1 or later or WINLAC 4.3 software using the test methods provided in the US General Services Administration *Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings* - ASTM International.

For Build-to-Suit solicitations, identify and describe the facade protection level as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

For Build-to-Suit solicitations, identify and describe the distance from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion), around the complete circumference of the structure's exterior. This would mean the distance from the building to the curb or other boundary protected by bollards, planters or other barrier. All potential points of explosion must be evaluated that could be accessible by any motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot).

PRE-LEASE BUILDING SECURITY PLAN

STATEMENT OF PROFESSIONAL ENGINEER

I hereby attest that I have performed an assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I HAVE INCLUDED FINDINGS, RECOMMENDED CORRECTIVE ACTION(S), AND MADE SPECIFIC REFERENCES TO THE APPLICABLE CODE SECTIONS OR SECURITY REFERENCE DOCUMENTS AS AN ATTACHMENT TO THIS REPORT. SUCH FINDINGS SPECIFICALLY IDENTIFY INSTANCES WHERE THE BUILDING DOES NOT COMPLY WITH THE SPECIFIED CRITERIA, AND RECOMMENDATIONS HAVE BEEN MADE IN ORDER TO RECTIFY THE SITUATION AND ASSURE SUBSTANTIAL COMPLIANCE OF THE BUILDING TO ALL APPLICABLE CRITERIA.

(if no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report)

Signature: _____ Date: _____

Printed Name: _____

Name of Firm: _____

Phone #:(____) _____

License Number: _____

Stamp Here:

PRE-LEASE BUILDING SECURITY PLAN

OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the minimum specified performance conditions '3b' using the test methods provided in the US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings or F1642-04 Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings - ASTM International, the Offeror shall attach a sheet describing the exact nature of the deficiency and will bring the offered space up to compliance with all applicable criteria to complete at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

The Offeror shall attest below that the Government may implement all security operating standards. The base building security standards may include additional performance criteria for facade and setback, if feasible.

NOTE: REPORTS SUBMITTED WITHOUT RECOMMENDED CORRECTIVE ACTIONS WILL BE RETURNED WITHOUT REVIEW.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

SOLICITATION FOR OFFERS LI-12250

SEISMIC FORMS

Instructions for Offeror:

Forms A through D represent pre-award submittals. Depending upon the form, either the Offeror shall complete and sign, or the Offeror's engineer shall complete, stamp and sign, the appropriate seismic forms to confirm seismic compliance (RP 8). The Offeror's engineer shall confirm whether the Building meets RP 8 standards, using Form A for benchmark buildings or Form B for other existing building types. If the engineer's certification indicates that the building does not meet RP 8 standards, Offeror shall agree to retrofit the building to meet RP 8 standards, using Form C, Part 1. Offerors providing new construction shall commit to a design code, using Form C, Part 2. Offerors may represent that their building meets exemption criteria, using Form D.

Forms E and F represent post-award submittals that only apply when the Offeror has agreed to either retrofit an existing building (using Form E) or is constructing a new building (using Form F). The Lessor's engineer shall complete, stamp and sign the appropriate form prior to the Government's acceptance of space.

The forms shall include the supporting documentation stated in the SFO and Lease. See below

for a detailed explanation of each of the forms:

SEISMIC FORM A - CERTIFICATE OF SEISMIC COMPLIANCE - BENCHMARK BUILDING

A benchmark building is one that was designed and built in accordance with adequate seismic provisions which are considered to provide acceptable life-safety protection. A building qualifies as a benchmark building in accordance with *RP 8 Section 1.3.1 Table 1-1*. The building is accepted by structural compliance with Table 1-1 and no additional hazards need be considered. If the seismicity of a region has changed since the benchmark dates listed in the Table, a building must have been designed and constructed or evaluated in accordance with the now current or greater seismicity of the region to be compliant with the RP 8 Standards.

SEISMIC FORM B - CERTIFICATE OF SEISMIC COMPLIANCE EXISTING BUILDING

The building shall be determined through evaluation by an engineer in accordance with *RP 8 Chapter 3* and *ASCE/SEI 31* to meet the Life Safety Performance Level. The evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists with backup calculations.

SEISMIC FORM C - BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT

Part 1 (applies to existing building retrofit only). The Offerer shall identify the engineer in charge of the seismic retrofit and commit that the design and construction of the seismic retrofit work shall conform to the requirements of *ASCE/SEI 41 Basic Safety Objective*. The commitment must also include a Tier 1 report with supporting documentation, a narrative, scope and schedule of the proposed renovations.

Part 2 (applies to new construction only). The Offerer shall identify the engineer in charge of the design of the building and specify the building code to which the building shall be designed and constructed.

SEISMIC FORM D - OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

The Offeror may claim an exemption from seismic compliance if representing that the offered building meets either of the following exemptions:

- In an area of moderate seismicity, the total space leased by the federal government, including the offered space, will be less than 10,000 ABOA SF upon commencement of the lease term.
- In an area of high to very high seismicity, the offered building is a one-story building of steel light frame or wood construction with less than 280 m2 (3,000 ABOA SF)

SEISMIC FORM E - CERTIFICATE OF SEISMIC COMPLIANCE - RETROFITTED BUILDING

The engineer in charge of the structural retrofit of the leased building shall certify that the standard for design was the Basic Safety Objective as set forth in *ASCE/SEI 41 Seismic Rehabilitation of Existing Buildings*, and that the building was rehabbed to that standard.

SEISMIC FORM F - CERTIFICATE OF SEISMIC COMPLIANCE - NEW BUILDING

The engineer shall certify that the design and construction of new buildings, or additions to existing buildings conforms to the seismic provisions of the latest edition of the applicable State or local government codes under which it was built.

DEFINITIONS - The following definitions apply to the completion of the above-referenced forms:

1. "Engineer" means a professional engineer licensed Civil or Structural Engineering in the state where the property is located and qualified in the structural design of buildings.
2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard *"Seismic Evaluation of Existing Buildings"*. ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
3. "ASCE/SEI 41" means, American Society of Civil Engineers Standard *"Seismic Rehabilitation of Existing Buildings"*. ASCE/SEI 41 can be purchased from ASCE at (800) 548-2723, or by visiting <http://www.pubs.asce.org>.
4. "Seismic Certificate" means a certificate executed by an engineer on the Certificate of Seismic Compliance form included with this solicitation together with any required attachments.
5. "RP 8" means, *"Standards of Seismic Safety for Existing Federally Owned and Leased Buildings ICSSC Recommended Practice 8 (RP 8)"*, issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 8 and the National Institute of Standards and Technology as NIST GCR 11-917-12. RP 8 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting http://www.wbdg.org/ccb/NIST/nist_gcr11_917_12.pdf

CERTIFICATE OF SEISMIC COMPLIANCE
BENCHMARK BUILDING

Date: _____

This is to affirm that _____ served as engineer in charge of the
seismic evaluation of the building located at _____

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

On the basis of this, and to the extent permitted by this level of evaluation, it is my opinion that the subject Building qualifies as a Benchmark Building as indicated in Table 1-1, ASCE/SEI 31.

Affix Stamp and Sign Here

Engineer's Name:

Firm:

Address:

Telephone: License

No.: State:

Expiration Date:

CERTIFICATE OF SEISMIC COMPLIANCE
EXISTING BUILDING

Date: _____

This is to affirm that _____ served as engineer in charge of the seismic evaluation of the building located at _____

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

The building has been evaluated to the Life Safety Performance Level as set forth in the *"Standards of Seismic Safety for Existing Federally Owned and Leased Buildings,"* ICSSC 'RP 8 using ASCE/SEI 31 methodology:

_Tier 1 Evaluation;

_Tier 2 Evaluation;

_Tier 3 Evaluation;

_Other (please explain below)

Documentation of this evaluation must be attached to this Certificate.

On the basis of this, and to the extent permitted by this level of evaluation, it is my opinion that subject

Building (check one) _____ does / _____ does not meet the Life Safety Performance Level of ICSSC RP8.

Affix Stamp and Sign Here

Engineer's Name:

Firm:

Address:

Telephone: License

No.: State:

Expiration Date:

Comments: Attach: ASCE/SEI 31 Checklist(s) Structural, Nonstructural, and Geologic Site Hazards and Foundation

**BUILDING RETROFIT OR NEW
CONSTRUCTION PRE-AWARD
COMMITMENT**

PART 1

PE-AWARD COMMITMENT TO RETROFIT BUILDING:

Date: _____

_____ shall serve as the engineer in charge of the seismic retrofit of the building located at _____. The retrofit will be designed to meet **Basic Safety Objective** as set forth in ASCE/SEI 41 *Seismic Rehabilitation of Existing Buildings*.

In accordance with the requirements of this standard and the seismic paragraph in the Solicitation for Offers (SFO), our offer includes a commitment to retrofit the building to satisfy all of the Basic Safety Objective requirements of ASCE/SEI 41. We propose to retrofit the offered building. The offer includes a Tier 1 report with all supporting documents, a narrative explaining the process and scope of renovations and a schedule for the seismic retrofit. Documentation before award must demonstrate the seismic retrofit will meet the seismic standards and be completed within the time frame required.

PART 2

PRE-AWARD COMMITMENT TO CONSTRUCT A NEW BUILDING:

Date: _____

This is to affirm that _____ will as the engineer in charge of the structural design of the building located at _____. The criteria for design will be the _____ edition of the _____ code.

In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspection of critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type:	Bldg. Height:	Approx. Area:
Building Design Code:	Year of Design Code: _____	Year of Construction: _____

OFFEROR:

SIGNATURE

NAME OF SIGNER

OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS

Date: _____

I represent that my building is exempt from the requirements of RP 8 because:

- D The Building _____ is located in an area of medium seismicity and the Building will have less than 10,000 ABOA SF of space leased to the Federal Government upon commencement of the lease term.
- D The Building is located in an area of high to very high seismicity and is a one-story building of light frame steel or wood construction with less than 3,000 ABOA SF of space in the building.

OFFEROR:

SIGNATURE

NAME OF SIGNER

CERTIFICATE OF SEISMIC COMPLIANCE
RETROFITTED BUILDING

PRE-OCCUPANCY CERTIFICATE:

Date: _____

This is to affirm that _____ served as the engineer in charge of the structural retrofit of the building located at _____. The standard for design was the Basic Safety Objective as set forth in ASCE/SEI 41 *Seismic Rehabilitation of Existing Buildings*.

In accordance with the requirements of this standard, we prepared a quality assurance plan that included requirements for testing and inspection of seismic retrofit work and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the building was designed and constructed in conformance with the requirements of the above standard.

The building has the following characteristics:

ASCE Building Type:	No. of Stories:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:
Retrofit Design Standard:	Year of Retrofit Standard:	Year of Retrofit:

Documentation of this retrofit must be available to GSA. .

On the basis of the above, it is my opinion that subject Building _____ does, _____ does not meet the Basic Safety Objective - Performance Level as set forth in ASCE/SEI 41 *Seismic Rehabilitation of Existing Buildings*.

Affix Stamp and Sign Here

Engineer's Name:

Firm:

Address:

Telephone: License

No.: State:

Expiration Date:

CERTIFICATE OF SEISMIC COMPLIANCE
NEW BUILDING

PRE-OCCUPANCY CERTIFICATE:

Date: _____

This is to affirm that _____ served as the engineer in charge of the structural design of the building located at _____. The criteria for design were the _____ edition of the _____ code. In accordance with the requirements of this code, we prepared a quality assurance plan that included requirements for testing and inspection of critical elements of the structure and also periodic observation by our staff. We reviewed special inspection and testing reports prepared by the inspection agency and contractor submittals. On the basis of this, and to the extent permitted by this level of construction surveillance, it is my opinion that the building was designed and constructed in conformance with the requirements of the above code.

The building has the following characteristics:

Building Type:	Bldg. Height:	Approx. Area:
Building Design Code:	Year of Design Code:	Year of Construction:

Affix stamp and sign here

Engineer's Name: Firm:

Address:

Telephone: License

No.: State:

Expiration Date:

Comments: